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6 UNITED STATES DISTRICT COURT  
7 WESTERN DISTRICT OF WASHINGTON  
8 AT SEATTLE

9 MICHAEL THOMAS,

10 Plaintiff,

11 v.

12 GREEN TREE SERVICING LLC,

13 Defendant.  
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15

Case No. 2:15-CV-1309-RSL

ORDER ON PLAINTIFF'S  
MOTION FOR RELIEF  
FROM CASE SCHEDULE  
DEADLINE, FOR JOINDER  
OF DEFENDANT FEDERAL  
HOME LOAN MORTGAGE  
CORP. AND FOR LEAVE TO  
AMEND COMPLAINT

16 This matter comes before the Court on plaintiff Michael Thomas's "Motion for Relief  
17 from Case Schedule Deadline, for Joinder of Defendant Federal Home Loan Mortgage Corp.  
18 and for Leave to Amend Complaint." Dkt. #77.  
19

20 **BACKGROUND**

21 The action pertains to a residence located at 27546 254<sup>th</sup> Way SE, Maple Valley, WA  
22 98038 ("the Property"). Dkt. #68 (Compl.) at ¶ 1. Plaintiff obtained a loan in the amount of  
23 \$398,000 secured against the Property on June 11, 2008 ("the Loan"). *Id.* at ¶ 4. The Federal  
24 Home Loan Mortgage Corporation ("Freddie Mac") is the owner of the beneficial interest in the  
25 Loan. Dkt. #77 at 3. While Flagstar Bank ("Flagstar") was servicing the Loan, plaintiff fell  
26 behind on his mortgage payments and sought a loan modification. *Id.* at ¶ 5. Flagstar offered  
27 him a Trial Period Plan (TPP) under the federal Home Affordable Modification Program

28 ORDER ON PLAINTIFF'S MOTION FOR RELIEF FROM CASE SCHEDULE  
DEADLINE, FOR JOINDER OF DEFENDANT FEDERAL HOME LOAN  
MORTGAGE CORP. AND FOR LEAVE TO AMEND COMPLAINT - 1

1 (“HAMP”). Id. at ¶ 6. Plaintiff claims that he completed all three trial payments on time, but  
2 Flagstar revoked the offer in February 2013. Id. at ¶ 7. The trustee ordered a title report for the  
3 Property in March 2013, which contained details regarding three payroll federal tax liens  
4 recorded against it in connection with a house painting business that plaintiff owned and  
5 operated until 2010. Plaintiff was unaware of the existence of these liens. Id. at ¶¶ 8–9. Flagstar  
6 initiated foreclosure proceedings in April 2013. Id. at ¶ 10. Servicing of the Loan was  
7 transferred to Green Tree Loan Servicing LLC (“Green Tree”) on January 16, 2014. Id. at ¶ 12.

8 As part of the Foreclosure Fairness Act (“FFA”) mediation process, see RCW 61.24.163,  
9 Green Tree offered plaintiff another TPP. Id. at ¶¶ 11–14. Plaintiff claims that he accepted the  
10 offer and made all three payments as agreed. Id. at ¶¶ 15–16. Green Tree obtained a title report  
11 for the Property in October 2014, which again showed the three federal tax liens. It did not  
12 inform plaintiff of their existence. Id. at ¶¶ 17–18. Green Tree then sent plaintiff a Notice of  
13 Default on November 7, 2014, stating that it intended to foreclose on the Property if he did not  
14 cure the default. Plaintiff claims that he continued to make payments in December 2014 and  
15 January 2015 according to the terms of the loan modification, and Green Tree accepted both  
16 payments. Id. at ¶ 19. He was informed of the liens for the first time on January 21, 2015 at his  
17 final FFA mediation session. Id. at ¶ 20. Plaintiff filed a complaint against Flagstar<sup>1</sup> and Green  
18 Tree on July 23, 2015. Dkt. #1-1 at 2–8. He asserted three claims for violations of the  
19 Washington Consumer Protection Act (“CPA”), see RCW 19.86.010 *et seq*, breach of contract,  
20 and negligent misrepresentation. Id. at 8. On August 17, 2015, Green Tree filed a Notice of  
21 Removal with this Court. Dkt. #1 at 1–5; see 28 U.S.C. §§ 1332, 1441(c).

22  
23 Plaintiff was deposed on June 29, 2016. Dkt. #80 (Fig Decl.) at ¶ 4. Green Tree’s first  
24 corporate representative under Federal Rule of Civil Procedure 30(b)(6) was deposed on  
25 September 20, 2016. Id. A second corporate representative was deposed on October 11, 2016,

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27 <sup>1</sup> Plaintiff’s claims against Flagstar were dismissed on February 8, 2016, pursuant to a stipulated  
28 motion from the parties. Dkt. #16; see Dkt. #15.

1 with specific regard to Green Tree’s application of Freddie Mac’s guidelines to plaintiff’s loan  
2 modification application. Id. On November 2, 2016, plaintiff and Green Tree entered into  
3 another mediation. Id. at ¶ 31. In an “Amended Order Setting Trial Date and Related Dates”  
4 dated November 7, 2016, the Court set deadlines of December 2, 2016<sup>2</sup> for joining additional  
5 parties and March 15, 2017 for amending pleadings. Dkt. #36 at 1. Plaintiff received another  
6 HAMP loan modification offer on February 28, 2017 and made timely payments under it. Id. at  
7 ¶¶ 31–33. Green Tree approved the loan modification on June 30, 2017. Id. at ¶ 34.

8         However, on January 29, 2018, Green Tree sent plaintiff a letter stating that there were  
9 discrepancies in the 2017 agreement. Id. at ¶ 39. It requested plaintiff to execute and return a  
10 revised agreement by February 7, 2018. Otherwise, it stated, Green Tree might revoke the  
11 modification entirely. Id. at ¶ 39. Plaintiff’s wife was visiting family in Alaska at the time. Id. at  
12 ¶ 40. Plaintiff received a statement from Green Tree on February 16, 2018, stating the amount  
13 owed according to post-modification terms. Id. at ¶ 42. On March 16, 2018, plaintiff sent Green  
14 Tree a Notice of Error (“NOE”), see 12 C.F.R § 1024.35, and a Request for Information  
15 (“RFI”), see 12 C.F.R § 1024.36. Id. at ¶¶ 45–46. He received another statement from Green  
16 Tree on March 27, 2018, stating the amount owed according to *pre*-modification terms. Id. at ¶  
17 47. On April 19, 2018, in response to his NOE and RFI, Green Tree stated that “a recalculation  
18 of the proposed totals found an error in the amortization of the account, which would have left a  
19 portion of the principal balance unpaid and owed at the maturity date.” Id. at ¶ 48. It stated that  
20 “because the corrected agreement was not executed and returned to [Green Tree] within the  
21 required time-frame, the process of removing the terms of the Home Affordable Modification  
22 Agreement began on March 20, 2018 and was completed on March 27, 2018.” Id. at ¶ 48.

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25         <sup>2</sup> In his motion, plaintiff requests relief from the deadline of December 3, 2015 for joining  
26 additional parties, as set in the Court’s order dated November 5, 2015. Dkt. #77 at 1; see Dkt. #13 at 1.  
27 However, the Court assumes that plaintiff is requesting relief from the deadline of December 2, 2016,  
28 set in a later order. See Dkt. #36.

1 Plaintiff filed his Amended Complaint on June 29, 2018, bringing claims of breach of  
2 contract, id. at ¶¶ 61–65, breach of good faith and fair dealing, id. at ¶¶ 66–75, unfair and  
3 deceptive acts and practices in violation of the CPA, id. at ¶¶ 76–83, negligent  
4 misrepresentation, id. at ¶¶ 84–90, tort of outrage, id. at ¶¶ 91–102, and violations of the Equal  
5 Credit Opportunity Act (“ECOA”), id. at ¶¶ 103–118, see 15 U.S.C. §§ 1691–1691f (2006). The  
6 Amended Complaint also added allegations that Green Tree improperly withdrew the Freddie  
7 Mae HAMP loan modification agreement dated February 28, 2017. Id. at ¶¶ 31–50; see Fig.  
8 Decl. at ¶ 6. On August 30, 2018, plaintiff deposed a Green Tree representative regarding the  
9 2017 loan modification. Plaintiff was deposed on October 19, 2018. Fig. Decl. at ¶ 7.

10 On December 17, 2018, the parties filed a “Stipulated Motion to Extend Remaining Case  
11 Management Deadlines.” Dkt. #75. This states that the parties had agreed to mediate the matter  
12 on December 12, 2018. Id. at 1. However, on December 5, 2018, Green Tree’s counsel was  
13 informed that Green Tree could not meaningfully participate in the mediation due to serious  
14 financial constraints. Id. at 2. Green Tree is a solely owned subsidiary of Ditech Holding  
15 Corporation (“Ditech”) which, “accordingly to its most recent investor’s report, [was] in the  
16 process of being delisted from the NYSE and [was] considering reentering Chapter 11.” Id. The  
17 parties stated that if Ditech reentered bankruptcy, “it would most likely involve Green Tree and,  
18 therefore, continuing to litigate this matter would be a waste of the parties[’] and court’s time  
19 and resources.” Id. They requested that all deadlines be reset to dates 90 days out. Id. These  
20 were reset in the Court’s order dated December 18, 2018. Dkt. #76.

21 Plaintiff now requests relief from the deadlines for amending pleadings and joining  
22 additional parties, and an “order granting leave to amend the complaint to clarify that [Green  
23 Tree] (now [Ditech]) is now and at all times was in fact acting as agent for [Freddie Mac].” Dkt.  
24 #77 at 1. Green Tree does not object to being identified as Ditech,<sup>3</sup> but otherwise objects to  
25 plaintiff’s motions. Dkt. #79 at 1.  
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27 <sup>3</sup> The two terms, “Ditech” and “Green Tree,” are therefore used interchangeably in this order.

1 After the filing of this motion, Ditech filed a Chapter 11 petition on February 11, 2019 in  
2 the District Court for the Southern District of New York. Dkt. #82; see Dkt #82-1. The Court  
3 has since stayed this action as to Green Tree. Dkt. #83; see 11 U.S.C. § 362(a).

## 4 DISCUSSION

### 5 **A. Legal Standard**

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7 “The district court is given broad discretion in supervising the pretrial phase of  
8 litigation.” Zivkovic v. S. California Edison Co., 302 F.3d 1080, 1087 (9th Cir. 2002) (quoting  
9 Johnson v. Mammoth Recreations, Inc., 975 F.2d 604, 607 (9th Cir. 1992)). Other than an  
10 amendment as a matter of course, “a party may amend its pleading only with the opposing  
11 party’s written consent or the court’s leave. The court should freely give leave when justice so  
12 requires.” Fed. R. Civ. P. 15(a)(2). However, a case scheduling order may be modified “only for  
13 good cause and with the judge’s consent.” Fed. R. Civ. P. 16(b)(4). “Although Rule 15 generally  
14 provides for liberal amendment to pleadings, once a pretrial scheduling order has been entered  
15 pursuant to Rule 16(b)(1), an additional showing of ‘good cause’ for amendment must be made  
16 if the scheduling order’s deadline for amending pleadings has passed.” Paz v. City of Aberdeen,  
17 No. C13-5104 RJB, 2013 WL 6163016, at \*2 (W.D. Wash. Nov. 25, 2013) (citing Johnson, 975  
18 F.2d at 608). A party seeking to amend a pleading after the date specified in the scheduling  
19 order must first show good cause for amendment under Rule 16, and then demonstrate that the  
20 amendment is proper under Rule 15.” Paz, 2013 WL 6163016 at \*2 (citing Johnson, 975 F.2d at  
21 608); see Rain Gutter Pros, LLC v. MGP Mfg., LLC, No. C14-0458 RSM, 2015 WL 6030678,  
22 at \*1 (W.D. Wash. Oct. 15, 2015).

23 For the purposes of Rule 16, “good cause” means that “the scheduling deadlines cannot  
24 be met despite the party’s diligence.” Paz, 2013 WL 6163016 at \*2 (citing Johnson, 975 F.2d at  
25 609). “If the party seeking the modification was not diligent, the inquiry should end.” Id. (citing  
26 Millenkamp v. Davisco Foods Intern., Inc., 448 Fed. Appx. 720, 721 (9th Cir. 2011)).

1 Rule 15 “sets forth a very liberal amendment policy.” Rain Gutter Pros, LLC, 2015 WL  
2 6030678 at \*1 (citing Owens v. Kaiser Found. Health Plan, Inc., 244 F.3d 708, 712 (9th Cir.  
3 2001). “Five factors are used to assess the propriety of a motion for leave to amend: (1) bad  
4 faith, (2) undue delay, (3) prejudice to the opposing party, (4) futility of amendment, and (5)  
5 whether the party has previously amended its pleading.” LifeLast, Inc. v. Charter Oak Fire Ins.  
6 Co., No. C14-1031JLR, 2015 WL 12910683, at \*2 (W.D. Wash. July 6, 2015) (citing Allen v.  
7 City of Beverly Hills, 911 F.2d 367, 373 (9th Cir. 1990)). Delay, by itself, is not sufficient to  
8 justify denial of leave to amend. Paz, 2013 WL 6163016 at \*3 (citing DCD Programs, Ltd. v.  
9 Leighton, 833 F.2d 183, 186 (9th Cir. 1986)). However, the remaining factors “could each,  
10 independently, support a denial of leave to amend a pleading.” Id. (citing Lockheed Martin  
11 Corp. v. Network Solutions, Inc., 194 F.3d 980, 986 (9th Cir. 1999)). “Of these factors,  
12 prejudice to the opposing party is the most important factor.” Id. (citing Jackson v. Bank of  
13 Hawaii, 902 F.2d 1385, 1387 (9th Cir. 1990)). “The burden is on the party opposing amendment  
14 to show that they will be prejudiced by the court granting leave to amend.” LifeLast, Inc., 2015  
15 WL 12910683 at \*2 (citing DCD Programs, Ltd., 833 F.2d at 187).

16 “Relevant to evaluating the delay issue is whether the moving party knew or should have  
17 known the facts and theories raised by the amendment.” Id. at \*4 (citing Jackson, 902 F.2d at  
18 1388). “A party that contends it learned ‘new’ facts to support a claim should not assert a claim  
19 that it could have pleaded in previous pleadings.” Id. (citing Chodos v. West Publishing Co.,  
20 292 F.3d 992, 1003 (9th Cir. 2002). Bad faith exists where “the plaintiff merely is seeking to  
21 prolong the litigation by adding new but baseless legal theories.” Griggs v. Pace Am. Grp., Inc.,  
22 170 F.3d 877, 881 (9th Cir. 1999) (citing Steckman v. Hart Brewing, Inc., 143 F.3d 1293, 1296  
23 (9th Cir. 1998)). “Prejudice may effectively be established by demonstrating that a motion to  
24 amend was made after the cutoff date for such motions, or when discovery had closed or was  
25 about to close.” Paz, 2013 WL 6163016 at \*4 (citing Zivkovic, 302 F.3d at 1087). “Leave to  
26 amend need not be given if a complaint, as amended, is subject to dismissal.” Moore v. Kayport  
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1 Package Exp., Inc., 885 F.2d 531, 538 (9th Cir. 1989) (citing Pan-Islamic Trade Corp. v. Exxon  
2 Corp., 632 F.2d 539, 546 (5th Cir. 1980), cert. denied, 454 U.S. 927 (1981)).

3 **B. Good Cause Under Rule 16**

4  
5 Green Tree is correct to point out that plaintiff has always been aware of Freddie Mac's  
6 interest in the Loan. Dkt. #79 at 4; see Dkt. #81. In his Amended Complaint, filed on June 29,  
7 2018, plaintiff stated that Green Tree offered him "the opportunity to participate in a [TPP] to  
8 determine whether [plaintiff] was eligible for a modification under HAMP." Compl. at ¶ 13. He  
9 alleged that he completed these payments successfully, but Green Tree instead announced its  
10 intent to foreclose on the Property. Id. at ¶¶ 14–19. While his original complaint did not mention  
11 HAMP or Freddie Mac in so many words, it referred to the same conduct. Dkt. #1-1 at 4.  
12 Furthermore, he deposed Green Tree's corporate representative on October 11, 2016, with  
13 specific regard to Green Tree's application of Freddie Mac's guidelines to plaintiff's loan  
14 modification application. Fig. Decl. at ¶ 4. See Muse Apartments, LLC v. Travelers Cas., No.  
15 C12-2021RSL, 2014 WL 11997862, at \*1 (W.D. Wash. Nov. 12, 2014) (denying defendant's  
16 motion to modify the case management order in part because defendant was aware of the role of  
17 the party it sought to add before the action was filed and of its potential claim against the party  
18 at least nine months before it filed the motion).

19 However, plaintiff only learned in December 2018 that Ditech intended to declare  
20 bankruptcy. See Dkt. #75. Ditech did in fact file for bankruptcy after plaintiff filed this motion  
21 on February 11, 2019 in the District Court for the Southern District of New York. Dkt. #82; see  
22 Dkt #82-1. The Court has since stayed this action as to Green Tree. Dkt. #83; see 11 U.S.C. §  
23 362(a). Plaintiff has therefore provided an explanation for the delay, in that the joinder of  
24 Freddie Mac did not become necessary until Ditech's announcement of its intent to declare  
25 bankruptcy. Dkt. #77 at 4–5; see Muse Apartments, LLC, 2014 WL 11997862 at \*1 (rejecting  
26 the motion in part because the defendant "ma[de] no attempt to explain why it waited so long to  
27 seek to add a third-party claim"); Rain Gutter Pros, LLC, 2015 WL 6030678 at \*2 ("[W]hether

1 [the] [d]efendant has good cause to seek a late amendment turns on whether it was diligent in  
2 discovering the basis for and seeking the amendment.”).

### 3 **C. Amendment Under Rule 15**

4  
5 Plaintiff has previously amended his pleading. LifeLast, Inc., 2015 WL 12910683 at \*2  
6 (citing Allen, 911 F.2d at 373). He was aware of Freddie Mac’s interest in the Loan well before  
7 the deadline. Paz, 2013 WL 6163016 at \*4 (finding that there was undue delay where the facts  
8 necessary to plead the proposed additional claim were available to the plaintiff long before the  
9 close of discovery). These weigh against granting plaintiff’s motions. LifeLast, Inc., 2015 WL  
10 12910683 at \*2 (citing Allen, 911 F.2d at 373). Green Tree also argues that it will be prejudiced  
11 by a reopening of discovery, as plaintiff will want to depose Green Tree for a fourth time to  
12 attempt to establish an agency relationship. Dkt. #79 at 5. “A need to reopen discovery and  
13 therefore delay the proceedings supports a ... finding of prejudice from a delayed motion to  
14 amend the complaint.” Lockheed Martin Corp., 194 F.3d at 986 (citing Solomon v. North Am.  
15 Life & Cas. Ins. Co., 151 F.3d 1132, 1139 (9th Cir. 1998)).

16 However, there is no evidence of bad faith. Rain Gutter Pros, LLC, 2015 WL 6030678, at  
17 \*2. Plaintiff has provided an explanation for the delay in bringing the amendment. See Muse  
18 Apartments, LLC, 2014 WL 11997862 at \*1. He anticipates that the additional discovery for  
19 Freddie Mac can be completed in a timely fashion. Dkt. #77 at 7.

20 Green Tree also argues that the amendment would be futile, for two reasons. First,  
21 Freddie Mac is a government-sponsored entity subject to the Merrill doctrine. Dkt. #79 at 5; see  
22 Fed. Crop Ins. Corp. v. Merrill, 332 U.S. 380 (1947); Johnson v. Fed. Home Loan Mortg. Corp.,  
23 No. C12-1712 TSZ, 2013 WL 308957, at \*6 (W.D. Wash. Jan. 25, 2013) (finding that Freddie  
24 Mac is not bound by the unauthorized acts of the sellers/servicers that it relies upon to service  
25 the mortgages that it owns) (citing Paslowski v. Standard Mortg. Corp. of Georgia, 129 F. Supp.  
26 2d 793, 803 (W.D. Pa. 2000)). Green Tree argues that plaintiff’s proposed Amended Complaint  
27 does not make any allegation that Freddie Mac authorized Green Tree’s conduct. Dkt. #79 at 6.



1 However, the Amended Complaint does allege that Green Tree n/k/a Ditech acted as an agent  
2 for Freddie Mac and its investor(s). Dkt. #77-2 at ¶¶ 1, 5, 53. It alleges that all the actions taken  
3 by Ditech were taken under the supervision and direction of Freddie Mac. Id. at ¶¶ 5, 53. At this  
4 stage, that is sufficient. See Aughe v. Shalala, 885 F. Supp. 1428, 1433 (W.D. Wash. 1995).

5 Second, Green Tree argues that some of plaintiff's claims against Freddie Mac are based  
6 on conduct in 2014 and are time-barred. Dkt. #79 at 6. Plaintiff's third claim alleges that Green  
7 Tree and Freddie Mac engaged in unfair and deceptive acts and practices in violation of the  
8 CPA. Dkt. #77-2 at ¶¶ 80–87; see RCW 19.86.020. The statute of limitations for this claim is  
9 four years. See RCW 19.86.090; see RCW 19.86.120. Plaintiff's fourth claim is for negligent  
10 misrepresentation. Dkt. #77-2 at ¶¶ 88–94. That has a statute of limitations of three years. See  
11 RCW 4.16.080; see Putz v. Golden, 847 F. Supp. 2d 1273, 1281 (W.D. Wash. 2012). His fifth  
12 claim is for the tort of outrage. Dkt. #77-2 at ¶¶ 95–106. "The statute of limitations for the tort  
13 of outrage is three years in the state of Washington." Spring v. Brown, No. CV-05-3047-FVS,  
14 2007 WL 26766, at \*4 (E.D. Wash. Jan. 3, 2007) (citing RCW § 4.16.080(2)); Fenner v. U.S.  
15 Bank of Washington, 97 Wn. App. 1047 (Wn. Ct. App. 1999)).<sup>4</sup> Green Tree does not mention  
16 plaintiff's second claim for breach of good faith and fair dealing, which pertains in part to  
17 conduct in 2014, see Dkt. #77-2 at ¶¶ 71–76, but the statute of limitations for that claim is also  
18 three years. Howard v. Countrywide Home Loans, Inc., No. C13-0133JLR, 2013 WL 1285859,  
19 at \*1 (W.D. Wash. Mar. 26, 2013) (citing Steinberg v. Seattle-First Nat. Bank, 66 Wn. App.  
20 402, n. 4 (Wn. Ct. App. 1992)).

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26 <sup>4</sup> Plaintiff's first claim is for breach of contract. Dkt. #77-2 at ¶¶ 65–69. "The statute of  
27 limitations in Washington for breach of contract is six years." Putz, 847 F. Supp. 2d at 1281 (citing  
28 RCW 4.16.040(1)). His sixth claim is for violations of the ECOA. Dkt. #77-2 at ¶¶ 107–122. The statute  
of limitations for that claim is two years, see 15 U.S.C. § 1691e(f), but it pertains to conduct in 2018.

1 Plaintiff responds that his litigation “is in essence a counter-claim” against Green Tree’s  
2 initiation of a non-judicial foreclosure action in November 2015.<sup>5</sup> Dkt. #81 at 4; Compl. at ¶ 30.  
3 “The statute of limitations never runs against a defense arising out of the transaction sued upon  
4 by the plaintiff.” J. C. Felthouse & Co. v. Bresnahan, 145 Wn. 548, 549 (1927); see Beach v.  
5 Ocwen Fed. Bank, 523 U.S. 410, 415 (1998). The Washington Court of Appeals has held that an  
6 action commenced by a plaintiff “to restrain [a] trustee’s sale is the proper means to assert  
7 defenses to the foreclosure, and the defenses asserted therein arise out of the transaction  
8 culminating in the deed of trust.” Olsen v. Pesarik, 118 Wn. App. 688, 690 (2003). It did not  
9 find the fact that the plaintiffs were seeking damages “as plaintiffs in an affirmative action rather  
10 than raising defenses to the foreclosure” dispositive. Id. at 693.

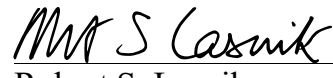
11 Rule 15 “sets forth a very liberal amendment policy.” Rain Gutter Pros, LLC, 2015 WL  
12 6030678 at \*1 (citing Owens, 244 F.3d at 712). Its underlying purpose is to “facilitate decision  
13 on the merits, rather than on the pleadings or technicalities.” Lopez v. Smith, 203 F.3d 1122,  
14 1127 (9th Cir. 2000) (internal citation omitted). Under this liberal policy, the Court will grant  
15 plaintiff leave to amend his complaint. However, any additional discovery will be limited solely  
16 to establishing an agency relationship between Freddie Mac and Green Tree. The Court will take  
17 a harsh view of any attempt to widen the ambit of the litigation. The Court also notes that  
18 Freddie Mac is not precluded from moving for the dismissal of plaintiff’s Amended Complaint.  
19

20 For all the foregoing reasons, plaintiff’s motions are hereby GRANTED. The Court  
21 GRANTS plaintiff leave to file his proposed Amended Complaint. The Court FURTHER  
22 ORDERS that any additional discovery shall be limited to plaintiff’s attempt to establish an  
23 agency relationship between Freddie Mac and Green Tree.  
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27 <sup>5</sup> Plaintiff does not argue that the amendments should relate back under Federal Rule of Civil  
28 Procedure 15(c). See generally Dkt. #77; Dkt. #81.

1 DATED this 23<sup>rd</sup> day of May, 2019.

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4 Robert S. Lasnik  
5 United States District Judge  
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